REMARKS

Specification

Examiner objects to the use of certain acronyms within the specification. Applicant has carefully checked the specification and note that the following acronyms have been defined, in full, upon their first use within the specification:

IP is defined at page 2 line 4;

PDP is defined at page 2 line 2;

GGSN is defined at page 5 line 8 and at page 6 line 4;

OSA is defined at page 2 line 6;

URL is defined at page 5 line 10.

With this response, a new paragraph of the specification at page 2 lines 1-8 is submitted in which IMS is defined.

With this response, a new paragraph of the specification at page 2 lines 20-25 is submitted in which ISP is defined.

With this response, a new paragraph of the specification at page 17 line 32 to page 18 line 5 is submitted in which TCP is defined.

With this response, a new paragraph of the specification at page 19 lines 5-8 is submitted in which WAP is defined.

With this response, a new paragraph of the specification at page 20 line 31 to page 21 line 2 is submitted in which UMTS and QoS are defined.

Respectfully, there is no requirement to define each acronym, in full, each time it is used within a specification and doing so would make the specification unnecessarily long and difficult to read.

Claim Rejections – 35 USC § 112

Regarding claim 2, claims 1 and 2 have been amended to clarify the relationship between "providers" and "users". Claim 1 now clarifies "each packet having an address <u>which identifies a provider of goods or services</u>". In use, there will be a flow of packets between a terminal of a network user and a provider of goods or services (see for example page 12 lines 12-14). Claim 2 now clarifies that the common accounts database stores "account details for network users and <u>account details of</u> providers of goods and services".

Claim 8 has been amended to remove any ambiguity as to which "provider" this claim refers to.

Claim 9 has been amended to clarify that it is the "network operator" of claim 8 that this claim refers to.

Claim Rejections – 35 USC § 102

Examiner rejects claims 1, 2 and 16 under 35 U.S.C. 102(e) as being anticipated by Nauer et al (US 2002/0161601 A1). This rejection is traversed in view of the following remarks.

The present invention provides a way of billing customers for goods and services in a communications network. Packet-based traffic flows between a user terminal, via the Gateway GPRS Service Node, and on to a server of a provider of goods or services. The destination of packets can be used to determine a tariff for transporting the packets.

Claim 1 has been amended to recite that "the method further comprises obtaining a coupon from an account database, representing an amount of credit, and debiting a network user account by the amount of that credit, before allowing the transport of packet traffic for that network user." This process is described in detail at page 10, lines 19-22 and is described as part of the call walkthrough at page 12,

lines 15-16 and line 23. If a coupon cannot be obtained for a user, then traffic can be immediately barred for that user. This has an important advantage that a network operator is not exposed to the problem of users who have insufficient funds in their accounts to pay for services.

Nauer describes a way of billing in a multimedia communications network. The process described by Nauer generates a charging record for each charging interval t (see para. 23). The charging record is then used to settle accounts of operators and subscribers. Claim 1 of Nauer describes the process particularly clearly:

"creating, transmitting and processing a billing data record in the communications network; and

using the respective access device, by at least one of an operator/subscriber involved in the transaction and a further operator/subscriber, <u>after the transaction, to settle accounts with a plurality of operators/subscribers in real time using the billing data record.</u>"

Nauer differs fundamentally from claim 1. Nauer settles accounts <u>after</u> a transaction has occurred whereas, in claim 1, a coupon is obtained, and a user account is debited, <u>before</u> packets are transported. Nauer debits all types of accounts after a transaction – regardless of whether they are prepaid accounts or postpaid accounts. This has a disadvantage in that a user could incur a significant charge which they have insufficient funds to cover. The present invention has an important advantage that a network operator is not exposed to the problem of users who have insufficient funds in their accounts to pay for services; if a coupon cannot be obtained, traffic can be immediately barred for that user. Nauer does not describe, or suggest, an arrangement as presently claimed.
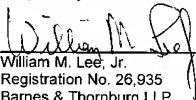
Each of independent claims 8, 11 and 17 have been amended to recite similar limitations as claim 1 and are therefore considered allowable for the same reasons

as claim 1. All remaining claims are considered allowable at least by virtue of their dependency on claim 1, 8, 11 or 17.

In view of the fact that all of the Examiner's comments have been addressed, further and favorable reconsideration is respectfully requested.

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Respectfully submitted,

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